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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re: Chapter 11
Case Nos. 01-30135 (RG) and 01-38790 (RG)
G-I HOLDINGS INC., et al., (Jointly Administered)

G-Is.

UNITED STATES OF AMERICA,

Plaintiff,

And

THE STATE OF VERMONT,

Plaintiff-Intervenor,

v.

G-I HOLDINGS INC., et al.,

Defendants.

Adversary Proceeding No. 08-2531 (RG)

CONSENT DECREE AND SETTLEMENT AGREEMENT

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[need to verify and make additions/deletions]

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WHEREAS, Plaintiff, the United States of America (“United States”), by the authority of the Attorney General of the United States and through the undersigned attorneys, and acting at the request of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a Complaint on November 5, 2008, against G-I Holdings Inc., et al, (“G-I”) for declaratory and injunctive relief pursuant to the Declaratory Judgment Act, 28 U.S.C §2201(a); Section 303 of the Clean Air Act (“CAA §303”), 42 U.S.C. §7603; and Section 7003 of Solid Waste Disposal Act, commonly known as the Resource Conservation and Recovery Act (“RCRA §7003”), 42 U.S.C. §6973, in connection with the Vermont Asbestos Group Mine Site (“VAG Site”) in Lowell and Eden, Vermont;

WHEREAS, the United States’ Complaint requested that the Court direct G-I to take immediate and appropriate action at the VAG Site to abate conditions which are alleged to present, or may present, an imminent and substantial endangerment to public health, welfare, and the environment, within the meaning of CAA §303 and RCRA §7003, and implementing federal and state regulations;

WHEREAS, the State of Vermont (“Vermont”) has worked cooperatively with the United States in seeking injunctive relief at the VAG Site, has causes of action and claims that share a common question of law or fact with the United States’ causes of action and claims, and has executed this Consent Decree and Settlement Agreement (“Agreement”) as a demonstration of its approval of the terms of this settlement with G-I;

WHEREAS, G-I is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 1361 Alps Road, Wayne, New Jersey 07470. G-I is the successor by merger to GAF Corporation (“GAF”) and filed a voluntary

petition for reorganization under Chapter 11 of the Bankruptcy Code (11 U.S.C. §§ 101, et seq.) with this Court on January 5, 2001. GAF Corporation was created in the 1967 merger of the Ruberoid Company (“Ruberoid”) and the General Aniline & Film Corporation. In 1971, General Aniline changed its name to GAF Corporation (“GAF”);

WHEREAS, the United States alleges that from 1936 to 1975, G-I through its predecessors mined and milled asbestos at the VAG Site by mechanically separating asbestos fibers that are embedded in ore-bearing rock; and that a significant portion of the Site acreage is contaminated by asbestos-containing waste rock and mill tailings that accumulated during G-I’s operation and under G-I’s direction. Further, the United States alleges that prior to the sale of the property, G-I failed to take significant action to mitigate or minimize the ongoing environmental and public health consequences of its milling and disposal practices;

WHEREAS, the United States alleges that G-I is liable pursuant to CAA §303 and RCRA §7003 and state environmental law as a prior owner and operator of a pollution source; as a person causing or contributing to the alleged pollution; and/or as a person accountable to the public for its past handling, storage, and disposal of solid waste and requested that this Court enjoin G-I to take immediate action to abate the endangerment to public health, welfare and the environment posed by the VAG Site;

WHEREAS, G-I denies any liability for injunctive relief arising out of the transactions or occurrences alleged in the Complaint and, upon being informed of the United States’ allegations, G-I has worked cooperatively with the United States and Vermont to determine and implement the appropriate abatement measures at the VAG Site in an expedited manner and without resort to litigation;

WHEREAS, the United States, on behalf of EPA, the United States Department of the Interior (“DOI”), and the National Oceanic and Atmospheric Administration (“NOAA”), contends that G-I is liable under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., for response costs and natural resource damages incurred and to be incurred by the United States in the course of responding to releases and threats of releases of hazardous substances into the environment at the VAG Site; at the GAF Chemical Site, LCP Chemicals Inc. Superfund Site, and Diamond Alkali Site (collectively “Linden Sites”); and eight (8) additional Sites where G-I is alleged to be a generator (collectively “Generator Sites”), as identified in Attachment #1 (“Site Inventory”), attached and incorporated herein by reference;

WHEREAS, Vermont contends that G-I is liable under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., for response costs and natural resource damages incurred and to be incurred by Vermont in the course of responding to releases and threats of releases of hazardous substances into the environment at the VAG Site, and under 10 V.S.A. §§1259, 1274, 6601a, 6615 and 6616 for costs of investigation, removal and remedial action incurred and to be incurred in the course of responding to releases and threats of releases of hazardous materials into the environment and the unauthorized discharge of waste into waters of the State at the VAG Site, and for public property destroyed, damaged or injured by the release of hazardous materials and the unauthorized discharge of waste into waters of the State;

WHEREAS, the United States and Vermont have individually filed a Proof of Claim in In Re: G-I Holdings Inc., et al. (f/k/a/ GAF Corporation), Case Nos. 01-301-35 and 01-38790

(RG)(U.S. Bankruptcy Court, D. of N.J.), for the costs described in the two preceding paragraphs (“Monetary Claims”) at the VAG Site; and the United States has filed a Proof of Claim for response costs and/or natural resource damages for the Linden Sites and Generator Sites;

WHEREAS, the Proofs of Claim state the position of the United States and Vermont that G-I must perform the injunctive relief sought in the Complaint;

WHEREAS, G-I disputes the amount and the basis for the United States’ and Vermont’s Proofs of Claim, and, but for this Agreement, would object, in whole or in part;

WHEREAS, G-I seeks, to the maximum extent permitted by law, to obtain protection, through the resolution of environmental liabilities for the VAG Site, Linden Sites, and Generator Sites as set forth herein, from and against all claims that have been asserted for injunctive relief and response costs;

WHEREAS, the United States, the State of Vermont and G-I (“the Parties”) recognize, and the Court by entering this Agreement finds, that this Agreement has been negotiated by the Parties in good faith and at arm’s length, and is fair, reasonable, consistent with the goals of the CAA, RCRA and CERCLA and their implementing regulations, and that its entry is in the best interests of the Parties and is in the public interest;

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I (Jurisdiction and Venue), and with the consent of the Parties,

IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to Section 303 of the Clean Air Act, 42 U.S.C. §7603; Section 7003 of RCRA, 42 U.S.C. §6973; Sections 107(a), 107(f) and 113(b) of CERCLA, 42 U.S.C. §§9607(a), 9607(f) and 9613(b); and 28 U.S.C. §§1331, 1345, 1355 and 1367, and over G-I.

2. Venue is proper in the District of New Jersey pursuant to Section 303 of CAA, 42 U.S.C. §7603; Section 113(b) of CERCLA, 42 U.S.C. §9613(b); and 28 U.S.C. §§1391(b) and (c), and 1395(a), because G-I conducts business in this district and has sought bankruptcy protection here.

II. APPLICABILITY

3. The obligations of this Agreement apply to and are binding upon the United States, the State of Vermont, and upon G-I, as defined herein, any of its successors and assigns, including ISP Environmental Services, Inc.

4. In any action to enforce this Agreement, G-I shall not raise as a defense the failure by any of its officers, directors, employees, agents, contractors, or corporate affiliates or subsidiaries to take any actions necessary to comply with the provisions of this Agreement which are applicable to such Party unless or except as provided in Section X (Force Majeure).

III. DEFINITIONS

5. Terms Defined by Statute and/or Regulation. Terms used in this Agreement that are defined in the CAA, CERCLA, RCRA, and Vermont state statutes, or in federal and state regulations promulgated pursuant to those statutes, and the U.S. Bankruptcy Code, 11 U.S.C.

§§101, et seq., shall have the meanings assigned to them there, unless otherwise provided in this Agreement.

6. Other Defined Terms. Whenever the terms set forth below are used in this Agreement, the following definitions shall apply:

(a.) “Allowed General Unsecured Claim” shall mean a non-priority, unsecured Claim that is not subject to objection and is allowed in accordance with the provisions of the Bankruptcy Code.

(b.) “ANR” shall mean Vermont Agency of Natural Resources.

(c.) “Asbestos product” shall mean milled and friable asbestos.

(d.) “Assumption of Liability Agreement” shall mean...

(e.) “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

(f.) “Entry Date” shall mean the date that this Agreement is entered by an order of the Court, following the completion of the public comment period required by Section ____ hereof, and the filing by the United States of a motion to enter this Agreement.

(g.) “Future VAG Response Cost Claim” shall mean the claims of the United States on behalf of EPA and the claims of the State of Vermont, under CERCLA and/or any other federal or state law, for reimbursement of VAG Future Response Costs incurred after October 15, 2008, at or in connection with the VAG Site, including the VAG Off-Site Locations.

(h.) “G-I” shall mean G-I Holdings, Inc. and those related entities that filed voluntary petitions for relief in In Re: G-I Holdings Inc., et al. (f/k/a/ GAF Corporation), Case Nos. 01-301-35 and 01-38790 (RG)(U.S. Bankruptcy Court, D. of N.J.).

(i.) “Interest” shall mean the statutory rate of interest set forth at 26 U.S.C. § 9507, compounded annually on October 1 of each year.

(j.) “Lodging Date” shall mean the date that this Agreement and Settlement Agreement is initially filed by the United States with the [REDACTED] Court prior to the commencement of the public comment period required by Section ____ hereof.

(k.) “On-Site Log” shall mean a written daily log maintained by the VAG security guard which contains notations of daily and periodic activity, inspection results and personal observations.

(l.) “The Parties” shall mean the United States, on behalf of the federal environmental agencies named in this Agreement, the State of Vermont, and G-I.

(m.) “Paragraph” shall mean a portion of this Agreement identified by an Arabic numeral.

(n.) “Part” shall mean a portion of the Agreement identified as a capital letter.

(o.) “Plan Effective Date” shall mean the effective date of such plan of reorganization for G-I as shall hereafter be confirmed by the Bankruptcy Court.

(p.) “Preliminary Period” shall mean the period commencing 15 days after the Lodging Date, and ending on the last day of the calendar month in which the Plan Effective Date occurs.

(q.) “Section” shall mean a portion of this Agreement identified by a Roman numeral.

(r.) “Settlement Year” for numbers greater than one shall mean the twelve month period commencing on January 1st, following the conclusion of the prior Settlement Year.

(s.) “Settlement Year One” shall mean the period commencing on the first day following the Plan Effective Date and ending on December 31 of that year.

(t.) “Trust Administrative Costs” shall mean the costs of administering the Injunctive Trust and not any of the costs incurred in connection with the work actually required under this Agreement and Settlement Agreement. Trust Administrative Costs shall include the trustee’s fees and out of pocket expenses, the necessary costs of accountants retained by the trustee, and the costs of any insurance procured by the trustee.

(u.) “Trustee” shall mean the individual(s) designated by G-I, with the approval of EPA in consultation with Vermont, to administer the Injunctive Trust.

(v.) “United States” shall mean, individually and collectively, the United States Environmental Protection Agency (“EPA”), the United States Department of Interior (“DOI”), and the National Oceanic and Atmospheric Administration (“NOAA”).

(w.) “Work” shall mean all injunctive relief activities G-I is required to perform under this Agreement.

(x.) “VAG Future Response Costs” shall mean all costs, including but not limited to direct and indirect costs that the United States and/or Vermont incur after October 15, 2008 in connection with the VAG Site. VAG Future Response Costs shall include all costs not inconsistent with the National Oil and Hazardous Substances Pollution Contingency Plan (“National Contingency Plan” or “NCP”), 33 U.S.C. §1321(c), which include, but are not limited to: payroll costs, costs incurred by the United States and Vermont and their representatives

(including contractors) under or in connection with a contract or arrangement for technical assistance in connection with the VAG Site, travel costs, laboratory costs, enforcement costs, community relations costs, enforcement and legal support costs; records management costs, technical support costs, interagency and intergovernmental agreement costs (including ATSDR costs), costs under a cooperative agreement with the State, and data management costs.

(y.) “VAG NRD Claims” shall mean the claims of the United States on behalf of the Department of the Interior and of the State of Vermont, under CERCLA and/or any other federal or state law, including common law, for damages to natural resources resulting from or relating to the VAG Site, including the VAG Off-Site Locations.

(z.) “VAG NRD Trustees” shall mean the United States Department of the Interior and the State of Vermont, the agencies which have trust responsibilities for natural resources.

(aa.) “VAG Off-Site Locations” means locations to which hazardous substances that originated at the VAG Site have, or may have, come to be located.

(bb.) “VAG Site shall mean EPA I.D. # 01ED.

(cc.) “Vermont Interest” shall mean the statutory rate of interest set forth at 9 V.S.A. §41a(a).

IV. **ESTABLISHMENT OF VAG SITE INJUNCTIVE TRUST**

7. By no later than the Lodging Date of this Agreement, G-I shall establish and fund an Injunctive Trust (the “Trust” and/or “Trustee”) to accomplish the injunctive relief (“Work”) required pursuant to Section V of this Agreement. The decision to use an injunctive trust to perform Work is solely G-I’s and nothing in this Agreement shall be construed to alter the nature of the injunctive relief being provided by G-I, or to relieve G-I of its obligation to comply with

this Agreement. Any references to “funding” in this Agreement are solely for purposes of establishing costs caps for the Work required to be performed. The Trust shall select and utilize one or more designated contractors (“Contractor”) to implement the Work required on behalf of G-I. G-I’s selection of the Trustee and the Trustee’s selection of the Contractor(s) shall be subject to written approval by EPA, in consultation with Vermont. The Contractor shall perform all Work in accordance with the Statement of Work (“SOW”), Attachment #2 (“VAG Statement of Work”) to this Agreement, approved by EPA, in consultation with Vermont, and attached and incorporated herein by reference. G-I shall provide funds, as necessary and from time to time, to the Trust to timely and fully meet its obligations pursuant to this Agreement. All activities undertaken by the Trust on behalf of G-I pursuant to this Agreement shall be performed in accordance with the requirements of all applicable federal and state laws and regulations.

8. G-I shall provide funding to the Trust for purposes of implementing the Work under Section V (“CAA and RCRA Injunctive Relief at the VAG Site”), as set forth below:

a. As of 15 days after the Lodging Date, which is the start of the “Preliminary Period,” G-I shall provide initial funding to the Injunctive Trust in the amount of \$350,000, not including Trust Administrative Costs.

b. During the Preliminary Period, G-I’s obligation to provide funding to the Injunctive Trust, other than for Trust Administrative Costs, shall be limited to the amount of \$350,000, not including Trust Administrative Costs.

c. During Settlement Year One, G-I’s obligation to provide funding to the Injunctive Trust, other than for Trust Administrative Costs, shall be limited to the amount of \$1,000,000 less such amounts as were funded to the Trust during the Preliminary Period. Thus, if \$350,000 in funding is provided by G-I to the Injunctive Trust during the Preliminary Period, the maximum funding G-I shall be obligated to provide to the Injunctive Trust for Settlement Year One shall be \$650,000.

d. During each of Settlement Years Two, Three, Four, Five, Six and Seven, G-I’s obligation to provide funding to the Injunctive Trust, other than for Trust Administrative Costs, shall be limited to an annual cost cap of \$1,000,000.

e. During Settlement Year Eight, G-I's obligation to provide funding to the Injunctive Trust, other than for Trust Administrative Costs, shall be limited to \$750,000.

f. Once the annual cost caps set forth above have been reached, G-I shall be under no further obligation to provide funding to the Injunctive Trust for such period, provided, however, that the annual and total aggregate cost caps described in this Section IV shall only apply if the Work is completed in a satisfactory manner, in compliance with this Agreement, the SOW and any applicable Work Plan, and all applicable deadlines have been met, as determined by EPA, in consultation with Vermont.

g. G-I's obligation to provide funding to the Injunctive Trust for Site Security under Part C below shall be subject to an aggregate cost cap of \$250,000, for the life of the Agreement.

h. G-I's obligation to provide funding to the Injunctive Trust for Air and Meteorological Monitoring and Dust Suppression under Parts E through G below shall be subject to an aggregate cost cap of \$2,500,000 for the life of the Agreement.

i. G-I's obligation to provide funding to the Injunctive Trust for Investigation of Off-Site Transport, Sale, and Use of Mine Tailings and Crushed Rock under Part I below shall be subject to an aggregate cost cap of \$5 million for the life of the Agreement.

j. In the event that the Parties fail to meet any annual cost cap under this Paragraph 8 in any Settlement Year, the unexpended funds shall remain in the Injunctive Trust and shall be carried over for expenditure in the following Settlement Year, and the cost cap for the following Settlement Year shall be increased by that amount.

9. G-I shall provide an annual accounting of all Trust expenditures, along with documentation adequate to demonstrate that G-I has met the requirements for completion of injunctive relief and funding under this Agreement. G-I shall have the burden of demonstrating that the obligations of this Agreement are met.

V. CAA AND RCRA INJUNCTIVE RELIEF AT THE VAG SITE

A. Installation and Maintenance of Perimeter Gates and Fencing.

10. By no later than June 1, 2009, the Trust shall install chain-link gates and fencing extending beyond the gates so as to restrict passage around the gates on either side, in accordance with the SOW (Attachment #2). The gates shall be installed at the locations specifically identified on the Site map, Attachment #3 ("VAG Site Map") to this Agreement, attached to and incorporated herein by reference.

11. Beginning immediately upon completion of installation of the chain-link gates and fencing, the Trust shall implement the measures set forth in Part D. (VAG Site Security Guard), below to ensure that the perimeter gates and attached fencing are maintained in good operating condition, through termination of Section V of this Agreement.

B. Installation of "Jersey" Barriers.

12. As soon as Site conditions allow, but by no later than June 1, 2009, the Trust shall take measures to prevent vehicular access to the top of the Eden Mine Tailings Pile by installing concrete barriers ("Jersey Barriers" or their equivalent) in accordance with the attached SOW, at locations specifically identified in the Site map, Attachment #3.

13. Beginning immediately upon completion of installation of the Jersey Barriers (or equivalent), the Trust shall implement measures set forth in Part D. (Security Guard), below to ensure that the barriers are maintained in good condition, until completion of the Work required under this Agreement.

C. Security of On-Site Buildings.

14. By no later than June 1, 2009, the Trust shall secure the on-site buildings as set forth the SOW. The buildings, designated on the VAG Site Map (Attachment # 3), will be boarded

up and padlocked. In addition, the Trust shall remove the readily-identified Asbestos Product from the areas around the building perimeters and secure the Asbestos Product on-site, as designated in the SOW, and/or addendums to the SOW. The Trust will also take measures to ensure that the buildings containing Asbestos Product maintain sufficient integrity to prevent their release to the environment.

15. Beginning immediately upon completion of the work in Paragraph 14, the Trust shall take measures set forth in Part D, (VAG Site Security Guard), below to ensure that the buildings remain secure through termination of Section V of this Agreement

D. VAG Site Security Guard.

16. By no later than May 1, 2009, the Trust shall retain one full-time person to perform security work at the Site (“Security Guard”), to generally oversee security of the Site through termination of Section V of this Agreement, as specified in the SOW. G-I’s selection of the Security Guard shall be subject to the written approval of EPA, in consultation with Vermont.

17. The Security Guard shall be on duty at the Site based on a seasonal schedule, as specified in the SOW.

18. The Security Guard shall patrol on foot or by vehicle, as appropriate, the designated “patrol circuit” as determined by EPA, in consultation with Vermont, and as specifically identified in the VAG Site Map (Attachment # 3), and shall maintain the written results of the inspections in the On-Site Log, as required by the SOW.

19. Operations. The Trust shall install and maintain a Mobile Office and/or Trailer at the VAG Site, at the location specifically identified in the VAG Site Map, Attachment #3. The trailer shall serve as an operating office and communication center for the VAG Security Guard

and the repository for the On-Site Log(s), all maintenance records, and any other documentation sufficient to demonstrate that G-I is complying with the terms of this Agreement.

20. OSHA Compliance. The Security Guard shall comply with all applicable Occupational Safety and Health Administration (“OSHA”) regulations and the Vermont Occupational Safety and Health Administration (“VOSHA”) regulations. Nothing contained in this Agreement, the SOW, any applicable Work Plan, or Health and Safety Plan (“HASP”) shall relieve the Trust of its liability in this regard.

21. Physical Inspections. In accordance with a “patrol circuit” as set forth in the attached SOW and to the extent reasonably feasible, the Security Guard shall conduct daily physical inspections of the exterior gates and fencing and weekly inspections of the Site buildings.

22. Maintenance of On-Site Log. The Security Guard shall maintain a written daily log, with notations of daily and periodic activity, inspection results and observations, and shall make the log available for inspection by EPA, other federal personnel, and Vermont personnel upon request and with appropriate identification.

23. Submission of periodic reports. The Security Guard shall compile and integrate the information collected through inspections and shall provide it in a monthly progress report to EPA and Vermont, as set forth in the attached SOW, and in accordance with the requirements specified in Section __ (Reporting Requirements).

24. Interim Special Reports. The Security Guard shall provide timely notice to EPA, Vermont, and the appropriate law enforcement authorities of any unusual activity at the Site,

including any breach of security on-site, and shall have full responsibility for alerting emergency response teams in a timely manner, as necessary to address any environmental, public health, and/or safety emergencies at the Site.

E. Installation and Operation of Meteorological Stations.

25. By no later than May 1, 2010, the Trust shall install three (3) meteorological stations on-site, at locations designated, and in accordance with the requirements, set forth in the attached SOW. The Trust shall continuously operate the meteorological stations from May 1 through November 1, (beginning on May 1, 2010), for a period of 7 years and 9 months after the Plan Effective Date, or until the cost caps for this activity have been met.

F. Installation and Operation of Air Monitoring Stations.

26. As soon as Site conditions allow, but by no later than two weeks following installation of the meteorological station on May 1, 2010, the Trust shall install air monitoring stations at ten (10) locations and begin conducting air sampling in accordance with the attached SOW, from May 1 through November 1, beginning on May 1, 2010), for a period of 7 years and 9 months after the Plan Effective Date, or until the cost caps for this activity have been met.

27. Based on analysis of the 2009 and 2010 monitoring data, EPA, in consultation with Vermont, shall determine whether and to what extent the initial data is appropriate for use in air dispersion modeling, or its reliability for any other purpose.

G. Dust Suppression.

28. If, at any time, the analysis of the air monitoring data indicates to EPA that dust suppression measures should be implemented, EPA, in consultation with Vermont, shall direct the Trust to undertake interim dust suppression measures to the extent reasonably practicable under the circumstances, up to a period of 7 years and 9 months after the Plan Effective Date, or until the cost caps for this activity have been met. The Parties agree that interim dust suppression is not intended to be a substitute for a final remedy, nor should it be designed to ensure zero dust migration, if this cannot be reasonably and economically accomplished.

H. Investigation of Off-Site Transport, Sale and Use of Mine Tailings and Crushed Rock

29. Document Review. By no later than the Effective Date of this Agreement, the Trust shall collect, review and produce all documents in G-I's custody or control related to the practice of transport, sale and use of mine tailings and crushed rock off-site during its ownership and operation of the VAG Site.

30. Interviews of Individuals with Knowledge of Off-Site Use. Based on the document review required under Paragraph 29 above, the Trust shall identify former G-I employees and others who may have knowledge of off-site transport, sale and use of mine tailings and crushed rock, or may have access to additional documentation of off-site use.

31. Collection and Tabulation of Information. The Trust shall prepare a report regarding the results of its document review, consisting of, at a minimum, individual names, addresses, telephone numbers, and/or other contact information. The Trust shall submit the report to EPA and Vermont within 30 days of completion of the investigative activities set forth in this Part I.

32. Investigation Support. The Trust shall provide funding to Vermont to conduct interviews of former G-I employees identified and any other person or entity who may have knowledge of off-site transport, sale and use of mine tailings and crushed rock, and to conduct further investigations related to such off-site usage, to be determined by Vermont, in consultation with EPA.

33. Sampling and Analysis of Off-Site Material. The Trust shall provide technical support to EPA and/or Vermont for the purpose of characterizing asbestos-containing material at off-site locations. The characterization activities to be conducted could include sampling (including activity based sampling), analysis (field or off-site lab), sample management, validation, data management, reporting, or other activities that EPA and/or Vermont identify as necessary to support the investigation of off-site material subject to the cost caps set forth in Section IV (Injunctive Relief Cost Caps). The sampling, analysis, or other activities shall be conducted in accordance with accepted EPA methods as part of a Work Plan, Sampling Plan, and Quality Assurance Project Plan (“QAPP”), approved by EPA, in consultation with Vermont, and as specified in the attached SOW,

**VI. TERMS APPLICABLE TO FEDERAL AND STATE
VAG MONETARY CLAIMS**

34. The United States’ and Vermont’s aggregate total monetary claim against G-I at the VAG Site is approximately \$____. In order to reach a settlement of these claims without resort to litigation, the Parties have agreed to cap the federal and state claims for the VAG Site at \$300 million, which shall be paid in Plan dollars equal to 8.6%. Accordingly, the United States’ and Vermont’s monetary claims, as set forth in their respective Proofs of Claim, shall be liquidated in due course as follows:

35. VAG Past Costs Claim – Reimbursement

(a). In full and complete resolution of the claim of the United States on behalf of EPA for reimbursement of response costs incurred prior to October 15, 2008 at or in connection with the VAG Site, G-I shall pay EPA the sum of \$154,000 within 60 days after the Plan Effective Date.

(b) Cash distributions to the United States EPA for VAG Past Costs Claim shall be made by FedWire Electronic Funds Transfer (“EFT” or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures. Payment shall be made in accordance with instructions provided to G-I by the Financial Litigation Unit of the United States Attorney’s Office for the District of New Jersey and shall reference the Civil Action Number Case Nos. 01-30135 and 01-38790 and DOJ File Number 90-11-3-07425.] [Copies of all distributions and related correspondence shall be sent to the addresses set forth below:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
P.O Box 7611
Washington, DC 20044-7611
Ref. DOJ File No. 90-11-3-07425

Sarah Meeks
Enforcement Counsel
Office of Environmental Stewardship
US Environmental Protection Agency, Region 1
One Congress Street, Suite 1100 (SES)
Boston, MA 02114]

(c). In full and complete resolution of the claim of Vermont for reimbursement of response costs incurred prior to October 15, 2008 at or in connection

with the VAG Site, G-I shall pay Vermont the sum of \$16,800 within 60 days after the Plan Effective Date.

36. VAG Future Response Costs Claim – VAG Advance Payments

(a). In full and complete resolution of EPA's and Vermont's claims for VAG Future Response Costs, G-I shall make advance payments for response actions or activities to the United States and/or Vermont as set forth in this Section.

(b). G-I shall make advance payments to EPA and/or Vermont up to a total of \$2,000,000, upon EPA and/or Vermont's presentation of a Letter of Intent, documenting its readiness to implement response actions or activities within the next six (6) months. Such notification shall identify the anticipated response actions or activities, the timeframe for implementation, and the approximate cost. G-I shall provide funding to EPA and/or Vermont within 45 days of its receipt of such notification. The funding (advance payment) shall be placed in a CERCLA Special Account for response actions in connection with the VAG Site. Upon completion of the response actions or activities, EPA and/or Vermont shall provide documentation to G-I indicating that the actions are complete and an accounting of the response costs incurred.

(c). Settlement Years One through Four: Within 30 days after receipt of the notice as set forth in Paragraph 37(B) (2), G-I shall make advance payments to EPA and/or Vermont in each of Years One through Four. The total amount of advance payments to

EPA and/or Vermont in Settlement Years One through Four shall not exceed the annual cost cap of \$450,000 per year.

(d). Settlement Year Five: Within 30 days after receipt of the notice as set forth in Paragraph 37(B) (2), G-I shall make advance payments to EPA and/or Vermont in Settlement Year Five, not to exceed the annual cost cap of \$200,000.

(e). VAG Advance Payments Annual Rollover: If at the end of each Settlement Year, the VAG Advance Payments are less than the annual cost caps identified above, the annual cost cap in the subsequent year shall be increased by the amount of unexpended funds in the previous year, provided that EPA and/or Vermont have met (and continue to meet) the conditions for Advance Payments as set forth in Paragraph 37(B)(2).¹

(f). VAG Advance Payments Post Year Five: If the \$2,000,000 cap for VAG Advance Payments is not reached by the end of Settlement Year Five, the remaining unexpended monies will carry over through and beyond Settlement Year Five, until the full \$2,000,000 has been paid to EPA and/or Vermont. (i.e. subsequent years will be treated the same as Settlement Year Five until the full \$2,000,000 has been paid.)

37. VAG Response Costs Claim – VAG Reimbursement in Plan Dollars

A. Settlement Years Six and Seven: G-I shall reimburse EPA and/or Vermont in each of Years Six through Seven within 30 days after receipt of documentation

¹ For example, if EPA and/or Vermont only spend \$400,000 in Year Three, the annual cost cap for Year Four will be increased by \$50,000.

demonstrating that the money has been spent, up to the aggregate annual cost cap of \$450,000, subject to the following conditions:

(1). G-I shall reimburse EPA and/or Vermont for 8.6% of the costs they have incurred not inconsistent with the National Contingency Plan; and

(2). G-I shall have no obligation to make any further payments to EPA and/or Vermont until (i) the aggregate Future VAG Response Costs incurred by EPA and/or Vermont after October 15, 2008 exceed **\$23,255,813** and (ii) EPA and/or Vermont have provided documentation to G-I demonstrating the incurrence of such response costs.²

(3). Once EPA and/or Vermont has expended the initial \$2,000,000 as provided above and has incurred total costs exceeding \$23,255,813, G-I shall reimburse Future VAG Response Costs at the rate of 8.6% on-the-dollar, up to the annual cost cap of \$450,000. Prior to requesting further payment from G-I, EPA and/or Vermont shall provide documentation to G-I demonstrating that they have collectively incurred VAG Future Response Costs in excess of \$23,255,813. G-I shall make payment to EPA and/or Vermont within 60 days after receipt of such documentation.

B. For Settlement Year Eight: For Settlement Year Eight and continuing thereafter, the procedures set forth in Paragraph 38 A. shall continue to apply, but the annual cost cap on payments by G-I shall be \$700,000 during Settlement Year Eight, \$1.8 million during Settlement Year Nine, and \$2 million for all subsequent Settlement Years.

38. The United States' and Vermont's aggregate total monetary claim against G-I at the VAG Site shall be capped at \$300 million under this Agreement, which shall be paid in Plan dollars equal to 8.6%. Accordingly, G-I's obligation to make payments with respect to the Future VAG Costs Claim shall terminate when the sum of the VAG Advance Payments (under

² By way of illustration, once the Advance Payments reach the \$2,000,000 total cost cap, G-I has no further obligation to make payments with respect to the Future VAG Remedial Cost Claim until the total response costs incurred by the VAG Responders after October 15, 2008 exceeds \$23,255,813.

Paragraph 37 B.) and the VAG Reimbursement (under Paragraph 38) is equal to \$25,800,000. In no event shall G-I be obligated to pay more than an aggregate amount of \$25,800,000 to the United States and/or Vermont with respect to the Future VAG Costs Claims.

39. Notwithstanding the provisions of this Section VI, G-I's obligation to make payments to the United States and/or Vermont shall be stayed if G-I has timely invoked the dispute resolution provision in Section____ hereunder, which G-I may do, without limitation, if it contends that costs incurred or sought to be incurred by the United States and/or Vermont are inconsistent with the National Contingency Plan or are otherwise not recoverable hereunder. In the event that G-I invokes the provisions of this Paragraph, it shall nevertheless comply with the requirements of Section VII, Paragraphs 46 through 49.

VII. MECHANISIM FOR PAYMENT OF FUTURE VAG RESPONSE COSTS

A. Future VAG Response Costs

40. G-I shall reimburse EPA all Future VAG Response Costs incurred after October 15, 2008, not inconsistent with the National Contingency Plan as provided by Section VI, Paragraph 38 of this Agreement. On a periodic basis the United States will send G-I a bill requiring payment that consists of a Region 1 cost summary, which is a line-item summary of costs in dollars by category of costs (including but not limited to payroll, travel, indirect costs, and contracts) incurred by EPA, DOJ, Vermont and their contractors. G-I shall make all payments within 30 days of G-I's receipt of each bill requiring payment, except as otherwise provided in Paragraph 52.

41. [Need to Verify Payment mechanism] G-I shall make all payments required by this Paragraph by official bank check(s) made payable to "EPA Hazardous Substance Superfund,"

referencing the name and address of the party making the payment, EPA Site/Spill ID Number 01ED and DOJ Case Number 90-11-3-07425. G-I shall send the check(s) to:

For Delivery by First Class Mail:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

42. Copies of all distributions and related correspondence shall be sent to the addresses set forth below:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Ref. DOJ File No. 90-11-3-07425

Sarah Meeks
Enforcement Counsel
Office of Environmental Stewardship
US Environmental Protection Agency, Region 1
One Congress Street, Suite 1100 (SES)
Boston, MA 02114

The United States shall notify G-I in writing of any modifications to the foregoing addresses or payment requirements.

43. EPA may, in its sole discretion, direct any portion of any cash distribution received for the VAG Site into a site-specific special account established to fund response actions at the VAG Site in the event that future work is anticipated at such Site.

44. G-I may contest payment of any EPA Future Response Costs under Paragraph XX if it determines that the United States has made an accounting error or if it alleges that a cost item

that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 15 days of receipt of the bill and must be sent to the United States pursuant to Section (Notices and Submissions).

45. Any such objection shall specifically identify the contested EPA Future Response Costs and the basis for objection. In the event of an objection, G-I shall within the 15 day period pay all uncontested EPA Future Response Costs to the United States in the manner described in Paragraph XX. Simultaneously, G-I shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Vermont and remit to that escrow account funds equivalent to the amount of the contested EPA Future Response Costs. G-I shall send to the United States, as provided in Section ?? (Notices and Submissions), and Vermont a copy of the transmittal letter and check paying the uncontested EPA Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account.

46. Simultaneously with establishment of the escrow account, G-I shall initiate the Dispute Resolution procedures in Section ?? (Dispute Resolution). If the United States prevails in the dispute, within five days of the resolution of the dispute, the G-I shall pay the sums due (with accrued interest) to the United States in the manner described in Paragraph 43. If G-I prevails concerning any aspect of the contested costs, G-I shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States in the manner described in Paragraph XX; G-I shall be disbursed any balance of the escrow account. The

dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section ?? (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding G-I's obligation to reimburse the United States and/or Vermont for Future Response Costs.

47. In the event that the payments required by Paragraphs ?? [37 A, 42, 49 and 54], are not made within 30 days of G-I's receipt of the bill, G-I shall pay Interest on the unpaid balance. The Interest to be paid on each payment shall begin to accrue on the due date of the payment. The Interest shall accrue through the date of G-I's payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States and Vermont by virtue of G-I's failure to make timely payments under this Section. G-I shall make all payments required by this Paragraph in the manner described in Paragraph 50.

B. Future Vermont Response Costs

48. G-I shall reimburse Vermont all Future Response Costs incurred after October 15, 2008, not inconsistent with the National Contingency Plan as provided by Section VI, Paragraph 38 of this Agreement. On a periodic basis Vermont will send G-I a bill requiring payment that consists of a Vermont ANR cost summary, which is a line-item summary of costs in dollars by category of costs (including but not limited to payroll, travel, indirect costs, and contracts) incurred by Vermont and their contractors. G-I shall make all payments within 30 days of G-I's receipt of each bill requiring payment, except as otherwise provided in Paragraph 52.[correct?]

49. G-I shall make all payments required by this Paragraph by official bank check(s) made payable to "State of Vermont – Environmental Cleanup Fund," referencing the name and address of the party making the payment, Site No. 1995-1825.

G-I shall send the check(s) to:

For Delivery by First Class Mail:

John Schmeltzer
VAG VT ANR Project Manager
VT DEC Waste Management Division
103 South Main Street, West Building
Waterbury, VT 05671-0404

50. Copies of all distributions and related correspondence shall be sent to the addresses set forth below:

John D. Beling
Assistant Attorney General
Attorney General's Office
109 State Street
Montpelier, VT 05609-1001

Vermont shall notify G-I in writing of any modifications to the foregoing addresses or payment requirements.

51. Vermont may, in its sole discretion, direct any portion of any cash distribution received into a site-specific special account established to fund response activities at the VAG Site in the event that future work is anticipated at such Site.

52. G-I may contest payment of any Future VAG Response Costs under Paragraph 42 if it determines that Vermont has made an accounting error or if it alleges that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 15 days of receipt of the bill and must be sent to Vermont pursuant to Section ? (Notices and Submissions).

53. Any such objection shall specifically identify the contested Future VAG Response Costs and the basis for objection. In the event of an objection, G-I shall within the 15 day period

pay all uncontested Future Response Costs to Vermont in the manner described in Paragraph 43. Simultaneously, G-I shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Vermont and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. G-I shall send to Vermont, as provided in Section ?? (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account.

54. Simultaneously with establishment of the escrow account, G-I shall initiate the Dispute Resolution procedures in Section ?? (Dispute Resolution). If Vermont prevails in the dispute, within five days of the resolution of the dispute, G-I shall pay the sums due (with accrued interest) to Vermont in the manner described in Paragraph 43. If G-I prevails concerning any aspect of the contested costs, G-I shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to Vermont in the manner described in Paragraph 43; G-I shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section ?? (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding G-I's obligation to reimburse Vermont for Future Response Costs.

55. In the event that the payments required by Paragraphs 49 and 54 are not made within 30 days of G-I's receipt of the bill, G-I shall pay Vermont Interest on the unpaid balance. The Vermont Interest to be paid on each payment shall begin to accrue on the due date of the

payment. The Vermont Interest shall accrue through the date of G-I's payment. Payments of Vermont Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Vermont by virtue of G-I's failure to make timely payments under this Section. G-I shall make all payments required by this Paragraph in the manner described in Paragraph 50.

**VIII. TERMS APPLICABLE TO THE FEDERAL AND STATE VAG NATURAL
RESOURCE DAMAGE CLAIMS**

56. In settlement and satisfaction of all claims and causes of action of the United States Department of Interior and Vermont ("VAG NRD Trustees") for joint federal-state natural resource damages and costs of assessment incurred or to be incurred in connection with the VAG Site, G-I shall pay to the VAG NRD Trustees the amount of \$850,000 on the following schedule set forth in (a) through (i) of this Paragraph:.

- (a). During the first 60 days of Settlement Year One, the sum of \$50,000.
- (b). During the first 60 days of Settlement Year Two, the sum of \$50,000.
- (c). During the first 60 days of Settlement Year Three, the sum of \$50,000.
- (d). During the first 60 days of Settlement Year Four, the sum of \$50,000.
- (e). During Settlement Year Five, the sum of \$300,000, with \$150,000 to be paid during the first 60 days of the Settlement Year, and the other \$150,000 to be paid within 240 days of the beginning of the Settlement Year.
- (f). During the first 60 days of Settlement Year Six, the sum of \$50,000.

(g). During the first 60 days of Settlement Year Seven, the sum of \$50,000.

(h). During the first 60 days of Settlement Year Eight, the sum of \$50,000.

(i). During the first 60 days of Settlement Year Nine, the sum of \$200,000.

Payments received by the VAG NRD Trustees shall be deposited into the DOI Natural Resource Damage Assessment and Restoration Fund, Account No. [14X5198.] A separate, site-specific numbered account for the VAG Site (“VAG Restoration Account”) has been or will be established within DOI’s Natural Resource Damage Assessment and Restoration Fund. The trustees shall use the funds in the VAG Restoration Account, including all interest earned on such funds, for restoration and assessment activities at or in connection with the VAG Site.

**IX TERMS APPLICABLE TO FEDERAL MONETARY CLAIMS
AT THE GENERATOR SITES**

57. The United States’ monetary claims for the Generator Sites, as set forth in its Proof of Claim, shall be liquidated as specified below.

58. G-I shall pay EPA and NOAA the sums set forth in the following Generator Payment Table within 60 days after the Plan Effective Date. The amounts of payments required were determined based on proposed settlement amounts for each Generator Site times an 8.6% bankruptcy payout rate.

59. Generator Payment Table

Site	Agency	Payment
68 th Street Dump Site	EPA	\$8,134

Colesville Municipal Landfill Site	EPA	\$22,321
Kin-Buc Landfill Site	EPA	\$783
	NOAA	\$2,469
Maryland Sand, Stone and Gravel	EPA	\$24,660
Novak Sanitary Landfill Site	EPA	\$9,385
Operating Industries, Inc. Site	EPA	\$11,402
Pioneer Smelting Site	EPA	\$12,900
Tri-Cities Barrel Co., Inc. Site	EPA	\$11,928
Weld County Disposal Site	EPA	\$633

60. Cash Distributions to EPA for the Generator Sites: Cash distributions to the United States for EPA shall be made by FedWire Electronic Funds Transfer (“EFT” or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures. Payment shall be made in accordance with instructions provided to G-I by the Financial Litigation Unit of the United States Attorney’s Office for the District of New Jersey and shall reference the Civil Action Number Case Nos. 01-30135 and 01-38790 and DOJ File Number 90-11-3-07425. G-I shall transmit written confirmation of such payments to the Department of Justice and EPA at the addresses specified in Paragraph [___]. EPA may, in its sole discretion, direct any portion of cash distribution it received for the Generator Sites to the Hazardous Substances Trust Fund and/or into a site-specific special account established to fund response actions at such Generator Site in the event that future work is anticipated at such Site. Notwithstanding where EPA may direct any portion of the distribution as provided herein, the

liability of potentially responsible parties for each Site in the table above shall be reduced by the amount in the above Table.

61. G-I shall pay \$2,469 for Past Costs incurred by NOAA. The NOAA Past Costs shall be paid by EFT to the U.S. Department of Justice lockbox, referencing DOJ File Number 90-11-3-07425 and the United States Attorney's Office file number, in accordance with the EFT instructions that shall be provided by the United States Attorney's office after lodging of this Decree.

62. With respect to the Generator Sites, copies of all distributions to EPA and NOAA and related correspondence to the United States shall be sent to:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
10th & Pennsylvania Ave., N.W.
Washington, DC 20530
Ref. DOJ File No. 90-11-3-07425

And with respect to EPA distributions:

US EPA
Cincinnati Finance Center
Accounts Receivable Branch
26 W Martin Luther King Dr.
MS-NWD
Cincinnati, OH 45268

and

David Smith-Watts, Esq.
U.S. Environmental Protection Agency
Ariel Rios South Building
MS 2272A
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

And with respect to NOAA distributions:

Kathy Salter
NOAA/NOS/OR&R
ATTN: Kathy Salter, DARRF Manager
1305 East West Highway
SSMC4, Room 9331
Silver Spring, MD 20910-3281

and

M.E. Rolle, Attorney-Advisor
National Oceanic and Atmospheric Administration
Office of General Counsel for Natural Resources
263 13th Ave. S., Suite 177
St. Petersburg, FL 33701

**X. TERMS APPLICABLE TO FEDERAL MONETARY CLAIMS
FOR LINDEN SITES**

63. In consideration for the attached Assumption of Liability Agreement, the United States Claimants withdraw such portion of its Proof of Claim with respect to the Linden Sites.

XI. RECORDKEEPING AND REPORTING REQUIREMENTS

64. In addition to any other recordkeeping and reporting requirement of this Agreement, the Trustee shall submit written quarterly progress reports as specified in the SOW.

65. If requested by EPA or Vermont, the Trustee shall also provide oral briefings for EPA and Vermont to discuss the progress of the Work required under Section V., or the response activities undertaken by EPA and/or Vermont in connection with the VAG Site.

66. The Trustee shall notify EPA of any change in the schedule described in the quarterly progress report for the performance of any activity, including, but not limited to, data

collection and implementation of work plans, no later than seven days prior to the performance of the activity.

XII. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

67. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Agreement, EPA, in consultation with Vermont, shall:

- (a) approve, in whole or in part, the submission;
- (b) approve the submission upon specified conditions;
- (c) modify the submission to cure the deficiencies;
- (d) disapprove, in whole or in part, the submission, directing that the Trust modify the submission; or
- (e) any combination of the above.

However, EPA shall not modify a submission without first providing the Trust at least one notice of deficiency and an opportunity to cure within ten days.

68. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 53. (a), (b), or (c), the Trust shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section ____ (Dispute Resolution) with respect to the modifications or conditions made by EPA.

69. Resubmission of Plans. Upon receipt of a notice of disapproval pursuant to Paragraph 53(d), the Trustee shall, within 21 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 43(d), the Trustee

shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission.

70. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require the Trust to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other item. The Trust shall implement any such plan, report, or item as modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section ____ (Dispute Resolution).

71. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, the Trust shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Trust invokes the dispute resolution procedures set forth in Section ____ (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Section ____ (Dispute Resolution) shall govern the implementation of the Work. All plans, reports, and other items required to be submitted to EPA under this Agreement shall, upon approval or modification by EPA, be fully enforceable.

XIII. FORCE MAJEURE

72. If any event occurs which causes or may cause a delay or impediment to performance in complying with any provision of this Agreement (*e.g.* would require operation in an unsafe manner), and which G-I believes qualifies as an event of *Force Majeure*, G-I shall notify the United States in writing as soon as practicable, but in any event within 45 Days of when G-I first knew of the event or should have known of the event by the exercise of reasonable diligence. In this notice G-I shall specifically reference this Paragraph 58 of this Agreement and

describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken and/or to be taken by G-I to prevent or minimize the delay and the schedule by which those measures will be implemented. G-I shall adopt all reasonable measures to avoid or minimize such delays.

73. Failure by G-I to substantially comply with the notice requirements of Paragraph 58, as specified above, shall render this Section voidable by the United States, as to the specific event for which G-I has failed to comply with such notice requirement. If so voided, this Section shall be of no effect as to the particular event involved.

74. The United States shall notify G-I in writing regarding their agreement or disagreement with any claim of a Force Majeure event within 45 Days of receipt of each Force Majeure notice provided under Paragraph 58.

75. If the United States, in consultation with Vermont, agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of G-I, including any entity controlled or contracted by it, and that G-I could not have prevented the delay by the exercise of reasonable diligence, the Parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances, or such other period as may be appropriate in light of the circumstances. Such stipulation may be filed as a modification to this Agreement by agreement of the Parties pursuant to the modification procedures established in this Agreement.

76. If the United States, in consultation with Vermont, does not agree that the delay or impediment to performance has been or will be caused by circumstances beyond the control of G-I, including any entity controlled or contracted by it, the position of the United States on the

Force Majeure claim shall become final and binding upon G-I, unless G-I submits the matter to the appropriate Court for resolution by filing a petition for determination within 20 business Days after receiving the written notification of the United States as set forth in Paragraph 60.

77. In the event that the United States and Vermont are unable to reach an agreement on the governments' position, after opportunity for consultation, the position of the United States shall become the final position of the governments with regard to G-I's Force Majeure claim. Once G-I has submitted such matter to the appropriate Court, the United States, in consultation with Vermont, shall have 20 business Days to file a response to the petition. If G-I submits the matter to the appropriate Court for resolution and the Court determines that the delay or impediment to performance has been or will be caused by circumstances beyond the control of G-I, including any entity controlled or contracted by G-I, and that it could not have prevented the delay by the exercise of reasonable diligence, G-I shall be excused as to such event(s) and delay for all requirements affected by the delay for a period of time equivalent to the delay caused by such circumstances or such other period as may be determined by the Court.

78. G-I shall bear the burden of proving that any delay of any requirement(s) of this Agreement was (were) caused by or will be caused by circumstances beyond its control, including any entity controlled or contracted by G-I, and that it could not have prevented the delay by the exercise of reasonable diligence. G-I shall also bear the burden of proving the duration and extent of any delay(s) attributable to such circumstances. An extension of one compliance date based on a particular event may, but does not necessarily, result in an extension of a subsequent compliance date or dates.

79. As part of the resolution of any matter submitted to this Court under this Section, the Parties by agreement, or the appropriate Court by order, may extend or modify the schedule for completion of the Work under Section V this Agreement to account for the delay in the Work that occurred as a result of any delay or impediment to performance on which an agreement by the Parties or approval by the Court is based. G-I shall be liable for its failure thereafter to complete the Work in accordance with the extended or modified schedule, except to the extent that such schedule is further modified, extended or otherwise affected by a subsequent Force Majeure event under this Section XVI.

XIV. DISPUTE RESOLUTION

A. Disputes Between G-I and the United States.

80. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Agreement.

81. Informal Dispute Resolution: Any dispute subject to Dispute Resolution under this Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when G-I sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 20 Days after the conclusion of the informal negotiation period, G-I invokes formal dispute resolution procedures as set forth below.

82. Formal Dispute Resolution: G-I may only invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting G-I's position and any supporting documentation it has relied upon.

83. The United States shall serve its Statement of Position within 30 Days of receipt of G-I's Statement of Position. The United States' Statement of Position, prepared in consultation with Vermont, shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation it has relied upon. The United States' Statement of Position shall be binding on G-I, unless G-I files a motion for judicial review of the dispute in accordance with Paragraph 70 **below**.

84. G-I may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section ?? of this Agreement (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 Days of receipt of the United States' Statement of Position pursuant to Paragraph 69. The motion shall contain a written statement of G-I's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Agreement.

85. All petitions for determination of disputes arising under Section VI of this Agreement (Terms Applicable to Federal and State Monetary Claims) shall be filed with the U.S. Bankruptcy Court for the District of New Jersey, Case Nos. 01-30135 (RG) and 01-38790 (RG)

(jointly administered) for resolution. All other petitions for resolving disputes arising under this Agreement shall be filed with the United States District Court for the District of New Jersey, in Adversary Proceeding No. 08-2531 (RG). **[civil number?]**

86. The United States shall respond to G-I's motion within the time period allowed by the Local Rules of the Court. G-I may file a reply memorandum, to the extent permitted by the Local Rules and allowed by the Court.

87. Except as otherwise provided in this Agreement, in any dispute brought under Paragraph ??, G-I shall bear the burden of demonstrating that its position complies with this Agreement.

88. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of G-I under this Agreement, unless and until final resolution of the dispute so provides.

B. Disputes Between G-I and Vermont

89. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between G-I and Vermont arising under or with respect to this Agreement.

90. Informal Dispute Resolution: Any dispute subject to Dispute Resolution under this Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when G-I sends Vermont a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by Vermont

shall be considered binding unless, within 20 Days after the conclusion of the informal negotiation period, G-I invokes formal dispute resolution procedures as set forth below.

91. Formal Dispute Resolution: G-I may only invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on Vermont a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting G-I's position and any supporting documentation it has relied upon.

92. Vermont shall serve its Statement of Position within 30 Days of receipt of G-I's Statement of Position. Vermont's Statement of Position, prepared in consultation with the United States, shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation it has relied upon. Vermont's Statement of Position shall be binding on G-I, unless G-I files a motion for judicial review of the dispute in accordance with Paragraph 70 below.

93. G-I may seek judicial review of the dispute by filing with the Court and serving on Vermont, in accordance with Section ?? of this Agreement (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 Days of receipt of Vermont's Statement of Position pursuant to Paragraph 69. The motion shall contain a written statement of G-I's position on the matter in dispute, including any supporting factual data, [xx]. G-I may seek judicial review of the dispute by filing with the Court and serving on Vermont, in accordance with Section ?? of this Agreement (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 Days of receipt of Vermont's Statement of Position pursuant to Paragraph 69. The motion shall contain a written statement of G-I's

position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Agreement.

94. All petitions for determination of disputes arising under Section VI of this Agreement (Terms Applicable to Federal and State Monetary Claims) shall be filed with the U.S. Bankruptcy Court for the District of New Jersey, Case Nos. 01-30135 (RG) and 01-38790 (RG) (jointly administered) for resolution. All other petitions for resolving disputes arising under this Agreement shall be filed with the United States District Court for the District of New Jersey, in Adversary Proceeding No. 08-2531 (RG). **[civil number?]**

95. Vermont shall respond to G-I's motion within the time period allowed by the Local Rules of the Court. G-I may file a reply memorandum, to the extent permitted by the Local Rules and allowed by the Court.

96. Except as otherwise provided in this Agreement, in any dispute brought under Paragraph ??, G-I shall bear the burden of demonstrating that its position complies with this Agreement.

97. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of G-I under this Agreement, unless and until final resolution of the dispute so provides.

XV. INFORMATION COLLECTION AND RETENTION

98. The United States and Vermont, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any G-I facility covered by this

Agreement, at all reasonable times, upon presentation of credentials, for the purpose of monitoring compliance with any provision of this Agreement, including to:

- (a). monitor the progress of activities required under this Agreement;
- (b). inspect equipment and facilities covered by this Agreement; and
- (c). inspect and copy documents, records, or other information to be maintained in accordance with the terms of this Agreement.

99. G-I shall be entitled to: (1) splits of samples, where feasible, and (2) copies of any sampling and analytical results, documentary evidence and data obtained by the United States or Vermont pursuant to this Agreement.

100. Until five years after completion of the work described in Section V, G-I shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to G-I's performance of its obligations under this Agreement. Such documents, records, or other information may be kept in electronic form. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or Vermont, G-I shall provide copies of any non-privileged documents, records, or other information required to be maintained under this Paragraph.

101. At the conclusion of the information-retention period provided in the preceding Paragraph, G-I shall notify the United States and Vermont at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the

preceding Paragraph and, upon request by the United States or Vermont, G-I shall deliver the requested non-privileged documents, records, or other information to EPA, DOI, or Vermont ANR.

102. G-I may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal and/or state law. If G-I asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by G-I. However, no final documents, records or other information that G-I is explicitly required to create or generate to satisfy a specific requirement of this Agreement shall be withheld on the grounds of privilege.

103. G-I may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2 and/or C.R.S. § 25-7-111(4). As to any information that G-I seeks to protect as CBI, G-I shall follow the procedures set forth in 40 C.F.R. Part 2 and/or C.R.S. § 25-7-111(4).

104. This Agreement in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or Vermont pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of G-I to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XVI. COSTS

105. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and Vermont shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the monetary claims as set forth in Section VI

XVII NOTICES

106. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Agreement, they shall be made in writing and mailed or hand delivered addressed as follows:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-08656

and

Sarah Meeks
Enforcement Counsel
US Environmental Protection Agency
One Congress Street, Suite 1100 (SES)
Boston, MA 02114

and

Office of the Solicitor
U.S. Department of Interior
[address]

As to the State of Vermont:

John Schmeltzer
VAG VT ANR Project Manager
VT DEC Waste Management Division
103 South Main Street, West Building
Waterbury, VT 05671-0404

John D. Beling
Assistant Attorney General
Attorney General's Office
109 State Street
Montpelier, VT 05609-1001

As to G-I:

[insert]

107. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above. Notices submitted by mail pursuant to this Section XIV shall be deemed submitted upon mailing, unless otherwise provided in this Agreement or by mutual agreement of the Parties in writing.

XVIII. COVENANTS BY THE UNITED STATES

A. Section 303 of the CAA and Section 7003 of RCRA

108. This Agreement resolves all civil claims of the United States as alleged in the Complaint for declaratory and injunctive relief pursuant to Section 303 of CAA, 42 U.S.C. §7603 and Section 7003 of RCRA, 42 U.S.C. §6973 at the VAG Site through the Lodging Date.

109. The United States reserves all legal and equitable remedies available to enforce the provisions of this Agreement. This Agreement is not a permit, or a modification of any permit,

under any federal, State, or local laws or regulations. Nothing in this Agreement shall relieve G-I of its obligation to achieve and maintain full compliance with all applicable federal, State, and local laws, regulations, and permits. The United States does not, by its consent to the entry of this Agreement, warrant or aver in any manner that G-I's compliance with any aspect of this Agreement will result in compliance with other provisions of the CAA or RCRA, or their implementing regulations or with any other provisions of federal, State, or local laws, regulations, or permits.

110. This Agreement does not limit or affect the rights of G-I or of the United States against any third parties, not party to this Agreement, nor does it limit the rights of third parties, not party to this Agreement, against G-I, except as provided herein or as otherwise provided by law.

111. This Agreement shall not be construed to create rights in, or grant any cause of action to, any third party not a party to this Agreement.

B. CERCLA

112. In consideration of all of the foregoing, including the Assignment required pursuant to Paragraph XXX, the payments that will be made, and the Allowed General Unsecured Claims authorized pursuant to the terms of this Agreement, and except as specifically provided in Paragraphs__ through ___, the United States covenants not to file a civil action or to take any administrative or other action against G-I pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, with respect to the VAG Site, the Generator Sites, and the Linden Sites.

These covenants not to sue shall take effect on the Entry Date and are conditioned upon satisfactory completion of all the terms of this Agreement.

XIX. COVENANTS BY VERMONT

113. In consideration of all of the foregoing, including the Assignment required pursuant to Paragraph XXX, the payments that will be made, and the Allowed General Unsecured Claims authorized pursuant to the terms of this Agreement, and except as specifically provided in Paragraphs__ through ___, Vermont covenants not to file a civil action or to take any administrative or other action against G-I pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, or under 10 V.S.A. §§1259, 1274, 6610a, 6615 and 6616 with respect to the VAG Site. These covenants not to sue shall take effect on the Entry Date and are conditioned upon satisfactory completion of all the terms of this Agreement.

XX. RESERVATION OF RIGHTS

114. The covenants not to sue contained in Paragraphs ???? of this Agreement extend only to G-I and do not extend to any other person. Nothing in this Agreement is intended as a covenant not to sue or a release from liability for any person or entity other than G-I, the United States and Vermont. Except as otherwise provided below, the United States, Vermont and G-I expressly reserve all claims, demands and causes of action either judicial or administrative, past, present or future, in law or equity, which the United States, Vermont or G-I may have against all other persons, firms, corporations, entities, or predecessors of G-I for any matter arising at or relating in any manner to the sites, causes of action, or claims addressed herein. However, G-I shall not pursue any claims, demands and causes of action either judicial or administrative, past,

present or future, in law or equity, which G-I may have against any other persons, firms, corporations, or entity related to the VAG Site.

115. Notwithstanding the foregoing, the covenants not to sue contained in this Agreement shall not apply to nor affect any action based on a failure to meet a requirement of this Agreement or criminal liability. In addition, the parties reserve all rights and defenses they may have with respect to conduct of G-I at the VAG Site, the Generator Sites, and the Linden Sites occurring after the Lodging Date of this Agreement which would give rise to liability under 42 U.S.C. §§ 9606 and 9607(a)(1)-(4), Section 7003 of RCRA, 42 U.S.C. §6973 or Section 303 of CAA. Nothing in this Agreement shall affect or limit such rights and defenses.

116. Nothing in this Agreement shall be deemed to limit the authority of the United States to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable law or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States pursuant to that authority. Nothing in this Agreement shall be deemed to limit the information gathering authority of the United States under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal law or regulation, or to excuse G-I from any disclosure or notification requirements imposed by CERCLA, RCRA, CAA, or any other applicable federal law or regulation.

117. The United States reserves all rights to seek response costs and natural resource damages under CERCLA and reserves all rights to take action under all other applicable federal or state laws against ISP Environmental Services Inc. at the Linden Sites as set forth in the Assumption of Liability Agreement.

XXI. G-I's COVENANTS

A. G-I's Covenants to the United States

118. G-I hereby covenants not to sue and agrees not to assert or pursue any claims or causes of action against the United States with respect to the VAG Site, the Generator Sites or the Linden Sites including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substances Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, 9613, or any other provision of law; any claim against the United States, including any department, agency or instrumentality of the United States government not otherwise included in the definition of United States, under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613 related to the VAG Site, the Generator Sites, the Linden Sites or any claims arising out of response activities at the VAG Site, the Generator Sites or Linden Sites including any claim under the United States Constitution, the Vermont Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law. Nothing in this Agreement shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, 40 C.F.R. § 300.700(d).

B. G-I's Covenants to Vermont

119. G-I hereby covenants not to sue and agrees not to assert or pursue any claims or causes of action against Vermont with respect to the VAG Site, including, but not limited to any claim against Vermont under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, 10 V.S.A. § 6615 or any other provision of law, related to the VAG Site, or any claims arising out

of response activities at the VAG Site, including any claim under the United States Constitution, the Vermont Constitution, or any other provision of law

XXII. CONTRIBUTION PROTECTION

120. With regard to all existing or future third-party Claims against G-I with respect to the VAG Site, the Generator Sites, and the Linden Sites including claims for contribution, the parties hereto agree that G-I is entitled to such protection from actions or Claims as is provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2). Excepted as provided below, for the VAG Site, the Generator Sites, and the Linden Sites, “matters addressed” in this settlement, as that phrase is used in Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), include, without limitation, claims by the United States or potentially responsible parties for response costs or natural resource damages at the VAG Site, the Generator Sites or the Linden Sites. With respect to the Tri Cities Barrel Superfund Site, Novack Sanitary Landfill Superfund Site, Maryland Stone Sand and Gravel Superfund Site, “matters addressed” shall be limited to the United States’ claims for past and future unreimbursed costs set forth in the United States’ Proof of Claim.

XXIII. RETENTION OF JURISDICTION

121. The U.S. Bankruptcy and the Federal District Courts for the District of New Jersey shall each retain jurisdiction over this case until termination of this Agreement, for the purpose of resolving disputes arising under this Decree pursuant to Section XV (Dispute Resolution) or entering, partially terminating or terminating orders modifying this Decree, or otherwise effectuating, or enforcing compliance with, the terms of this Agreement.

XXIV. MODIFICATION

122. The terms of this Agreement, including any Attachments, may be modified only by a subsequent written agreement of the Parties. With respect to any modification that constitutes a material change to this Agreement, such written agreement shall be filed with the appropriate Court and effective only upon the Court's approval. Any modification of a reporting requirement of this Agreement shall be deemed a non-material modification. Any disputes concerning modification of this Decree shall be resolved pursuant to Section – (Dispute Resolution) of this Agreement.

XXV. PUBLIC PARTICIPATION

123. This Agreement shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves its right to withdraw or withhold their respective consent if the comments regarding the Agreement disclose facts or considerations indicating that the Agreement is inappropriate, improper, or inadequate. G-I consents to entry of this Agreement without further notice and agrees not to withdraw from or oppose entry of this Agreement by the Court or to challenge any provision of the Agreement.

XXVI. SIGNATORIES/SERVICE

124. Each undersigned representative certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind the Party he or she represents to the terms and conditions of this document. G-I represents that it has authority to legally obligate any of its

corporate subsidiaries or affiliates to take all actions necessary to comply with the provisions of this Agreement.

125. This Agreement may be signed in counterparts, and its validity shall not be challenged on that basis. G-I agrees to accept service of process by mail pursuant to the provisions of Section XX (Notices) with respect to all matters arising under or relating to this Agreement and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXVII. INTEGRATION

126. This Agreement constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement of matters addressed in the Decree, and supersedes all prior agreements and understandings, whether oral or written, concerning such matters. Other than the Attachments listed in Section XXX (Appendices), which are attached to and incorporated in this Decree, and deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, representation, inducement, agreement, understanding, or promise constitutes any part of this Decree or the settlement it memorializes, nor shall evidence of any such document, representation, inducement, agreement, understanding or promise be used in construing the terms of this Decree.

XXVIII. FINAL JUDGMENT

127. Upon approval and entry of this Agreement by the Court, this Agreement shall constitute a final judgment of the Court as to the United States, the State of Vermont, and G-I. If this Agreement is not entered by the Court for any reason, the United States reserves all rights for injunctive relief, and the Parties reserve all other rights, remedies and defenses.

XXIX. TERMINATION OF INJUNCTIVE RELIEF PROVISIONS

128. Section V of this Agreement, (“CAA and RCRA Injunctive Relief at the VAG Site,”) shall remain in effect for a minimum period of seven (7) years and nine (9) months after the Lodging Date or until otherwise terminated in accordance with the provisions of this Section.

129. If G-I believes that the requirements of Section V have been completed in a satisfactory manner, all applicable cost caps have been reached, and any disputes under the Agreement have been resolved, it may serve upon the United States a Request for Termination of Section V of this Agreement along with a written certification that it has met the applicable Section V requirements.

130. Following receipt by the United States of G-I’s Request for Termination, the Parties shall confer informally concerning the Request and any disagreement as to whether G-I has satisfactorily complied with the requirements for termination. If the United States, in consultation with Vermont, agrees that the Section V may be terminated, the Parties shall submit, for the Court’s approval, a joint stipulation terminating Section V of this Agreement.

XXX. ATTACHMENTS

The following Attachments are attached to and incorporated into this Agreement:

Attachment #1 – Site Inventory

Attachment #2 – VAG Statement of Work (“SOW”)

Attachment #3 – VAG Site Map

Dated and entered this _____ Day of _____, 2009

UNITED STATE DISTRICT JUDGE
District of New Jersey

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Environment and Natural Resources Division

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